



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made by and between The Schneider Corporation ("Professional"), an Indiana Corporation, and City of West Lafayette Redevelopment Commission ("Client"), September 4, 2012.

### PROFESSIONAL

The Schneider Corporation  
Historic Fort Harrison  
8901 Otis Avenue  
Indianapolis, Indiana 46216

### CLIENT

City of West Lafayette  
Redevelopment Commission  
609 West Navajo Street  
West Lafayette, IN 47906  
765.775.5160

Project Name: Northwestern Avenue Improvements

Common Location: Northwestern Avenue,  
West Lafayette.

Sec/Twp/Rg: S7,18/T23N/R4E & S12/T23N/R5E

County: Tippecanoe

### **AGREEMENT**

For and in consideration of the mutual promises contained in this Agreement, Professional and Client agree as follows:

1. **Scope of Services.** Professional shall provide Client with services in connection with the Project as described in the Scope of Services (Attachment A hereto).
2. **Schedule of Services.** Professional shall start and complete its services in accordance with the Scope of Services. Professional shall conduct the service in an expeditious manner subject to limitations such as weather, information acquisition, communications and other factors outside of Professional's control. Both parties recognize that the schedule of services is subject to factors that may be unknown or unforeseen at the time of executing this Agreement. If modifications, changes or adjustments of these terms and conditions become necessary, such modifications shall be made in accordance with Paragraph Nos. 7 and 15 below.
3. **Authorizations to Proceed.** Unless otherwise specifically provided in the Scope of Services, Client shall give Professional authorizations to proceed for each phase of the Basic Services and for each Additional Service prior to Professional commencing its service. Authorizations shall be in writing prior to commencement of work by Professional. By authorizing Professional to proceed, Client grants Professional the right of entry to the Project site by Professional's employees, agents and subcontractors to perform the services provided in this Agreement and Client represents to Professional that Client has obtained the necessary authorizations, permits and licenses to allow Professional to perform the services described in this Agreement.
4. **Client's Responsibilities.** To the extent required for Professional to render the Scope of Services, Client shall do the following in a timely manner so as not to delay the services of Professional:
  - a. Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project. Client's representative shall be deemed to conclusively bind Client when Client's representative transmits instructions and Professional may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Agreement to "Client" mean Client or Client's Representative.
  - b. Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity, sustainability, and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications.

- c. Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project; all of which the Professional may use and rely upon in performing the services under this Agreement without liability for errors contained in said previous reports and other data.
  - d. Give prompt written notice to Professional whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services, or any defect or nonconformance in the work of Professional or any contractor or subcontractor.
- 5. **Payment for Services.** Client shall compensate Professional for services rendered according to Schedule of Fees (Attachment B hereto). These rates are agreed to in anticipation of the orderly and continuous progress of the Project through completion, and are subject to escalation in accordance with the Schedule of Fees and other provisions of this Agreement.
- 6. **Payment Terms.** Client agrees to pay Professional all invoiced fees for services rendered within 30 days of the date of the invoice. Balances due over 30 days shall be assessed an interest rate of 1½ % per month (18% per year). If Client disputes any fee in an invoice, Client shall bring the dispute to Professional's attention within 10 days of receiving the invoice, otherwise Client shall be deemed to have waived the dispute with respect to the invoice. Client agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties.

In addition, Professional may, without liability, after giving seven days written notice to Client, suspend services under this Agreement until Professional has been paid in full all amounts for services, expenses and other related charges previously invoiced and due. Payments will be credited first to interest and then to principal.

  - a. **Invoicing.** Detailed billings will be provided on a monthly basis.
    - i. **Fixed Fee** - The invoices will be based on Professional's estimate of the proportion of time spent on each phase of the project at the time of billing relative to the total fee for those phases, plus actual reimbursable expenses.
    - ii. **Time and Materials** - The invoices will be based on the applicable billing rate for actual hours expended during the billing period, plus reimbursable expenses as outlined in the Schedule of Fees.
- 7. **Modifications and Adjustments.** If the specific periods of time for rendering services set forth in the Scope of Services are exceeded through no fault of Professional like those described in Paragraph 15, or if Client has requested significant modifications or changes in the general scope, extent or character of the Project, all rates, measures and amounts of compensation, as well as the time of performance, shall be equitably adjusted. The Scope of Services related to the Project may be revised, or modified to include supplementary services for any reason, upon written agreement of Professional and Client. Client's modification of the scope, extent or character of the Project, may necessitate modifications to the Scope of Services or Schedules of Fees. In each case, the Scope of Services will be modified in a manner mutually acceptable to the Professional and the Client, and the Schedule of Fees will be equitably adjusted to reflect the changes. Any change to the Scope of Services or the Schedule of Fees shall be documented in a Contract Change Order signed by the Client's representative. In the event the Professional and Client are unable to agree on modifications to the Scope of Services and/Schedule of Fees, Professional shall have the right to terminate this Agreement as outlined in Paragraph No.8.
- 8. **Term and Termination.** Professional's obligation to render services under this Agreement will extend for a period which may reasonably be required for the services to be provided, including extra services and required extensions. If Client fails to give prompt authorization to proceed with any phase of services after completion of the immediately preceding phase, or if Professional's services are delayed or suspended by Client for more than three months for reasons beyond Professional's control, Professional may, after giving seven days' written notice to Client, suspend or terminate services under this Agreement. If payment is not received within 30 days of the date of invoice, Professional reserves the right, after giving seven days written notice to Client, to suspend services to the Client or to terminate this Agreement. Professional shall not be liable to Client or any third parties for any damages caused by the suspension or termination of services for non-payment. Should the Professional and Client be unable to agree on modifications to the Scope of Services and/or Schedule of Fees as outlined in Paragraph No. 7, Professional shall have the right to terminate this Agreement upon seven days written notice to Client. Additionally, Client and Professional may

terminate this Agreement for any reason or without cause upon thirty days written notice to the other party. If any work covered by this Agreement is suspended, terminated or abandoned, Client shall compensate Professional for services rendered to the date of written notification of such suspension, termination or abandonment, plus reasonable termination costs, including but not limited to, costs for demobilizing equipment and personnel, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of the completed and uncompleted tasks, and to assemble Project materials in orderly files. The limitations of liability and indemnification provisions herein shall survive the termination of this Agreement regardless of whether termination was with or without cause.

9. **Construction Costs and Means Methods.** Professional has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor's methods of determining prices, or over competitive bidding or market conditions. Professional's opinion of estimated total Project costs and construction costs are made on the basis of Professional's experience and qualifications and represent Professional's best judgment as an experienced and qualified Professional, familiar with the construction industry. Professional cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of estimated costs prepared by Professional. If the lowest bona fide proposal or bid exceeds Professional's cost estimates, Client shall (1) accept the lowest and best bid or any other in Client's best interest, (2) authorize negotiating or rebidding, or, (3) cooperate in revising the Project's general scope, extent or character to the extent consistent with the Project's requirements and with sound practices. As compensation for services in making such modifications to the contract documents, Professional shall be paid by Client at Professional's normal billing rate for hours expended, along with all reimbursable expenses reasonably related thereto, pursuant to the Schedule of Fees or at a mutually agreed upon fixed fee. The providing of such services will be the limit of Professional's responsibility or liability in this regard. Such services to be provided will be documented in a Contract Change Order as outlined in Paragraph No. 7.

Client expressly agrees and acknowledges that Professional is not responsible for or in control of the construction means, methods, techniques, sequences or procedures for the Project, and is not responsible for supervising construction of the Project or for health, work place and job site safety procedures for the Project. Client agrees and acknowledges that Professional is not responsible for the acts or omissions of the Client, its contractors, subcontractors or others on the Project. Client agrees to defend, indemnify and hold Professional harmless for the acts or omissions of Client, its contractors, subcontractors and other relating to construction means, methods, techniques, sequences and procedures, and health, work place and job site safety. To the extent any testing, observation or inspection services are to be rendered by Professional as specifically set forth in the Scope of Services, such testing, observation and inspection services shall not be construed as relieving Client, contractor or other parties from their contractual or legal responsibility or performing their work or services in accordance with any contract or applicable plans, specifications, safety requirements, or laws.

Professional shall not at any time supervise, direct, or have control over any contractor's work, nor shall Professional have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with the laws and regulations applicable to contractor's work or something similar. Professional has no right to reject or stop work of any contractor, subcontractor or agent of the Client and the responsibility of construction means, methods, sequences and techniques remains with the Client, its contractors, subcontractors or agents. Professional is only obligated to advise Client regarding the quality of services or work that it has contracted to monitor or supervise, if any, which is to be expressly stated in the Scope of Services if requested.

10. **Limitation of Liability and Responsibilities.** To the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Professional from all claims, demands, suits, causes of action losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees, expert fees and consulting fees, which Professional may suffer or sustain arising out of, related to or resulting from the acts or omissions of Client, any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except Professional's own employees and agents) on or at the Project, provided such claim demand, suit, causes of action, loss, damage, cost or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the services themselves) including the loss of use resulting therefrom. Nothing contained in this paragraph, however, shall be construed to release Professional from liability for failure to properly perform its duties and responsibilities under this Agreement.

Professional shall perform the services outlined in the Scope of Services in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently providing similar services under

similar circumstances in the locality of the Project. Professional's standard of care should not be construed as a warranty, either express or implied, of Professional's services to Client under this Agreement, as Professional makes no guarantee or warranty, express or implied, in fact or by law, or otherwise concerning Professional's services to Client under this Agreement.

Further, in recognition of the relative risks and benefits of the Project to both Client and Professional, the risks have been allocated such that Client and Professional knowingly and willingly agree, to the fullest extent permitted by law, that Professional's total liability to Client, with respect to any acts or omissions by Professional its employees and agents including, but not limited to, breach of this Agreement, breach of warranty (whether express or implied), negligence of any other legal theory, shall not exceed the cost to cure the omission or deficiency, or the total compensation received by Professional for services rendered pursuant to this Agreement, whichever is less. This limitation of liability is a material inducement to Professional to enter into this Agreement and not a charge for professional liability insurance. If Professional's services will be used to aid in the development of drawings and specifications for construction of the Project, Client agrees to require other design professionals, the contractor and its subcontractors awarded contracts for the construction of the Project to agree in writing to an identical limitation of Professional's liability for damages arising from Professional's acts, errors or omissions. In no event shall either Client or Professional be liable to the other for any consequential, incidental, special, indirect or punitive damages arising out of the performance of this Agreement.

- 11. Computer Files.** This paragraph sets forth the terms and conditions relating to the provision by Professional of any and all electronic media or computer readable information, including software, databases, and information compilations, and the raw data contained therein (hereafter "Computer Files") in connection with the above referenced Project. Geographic Data Layers and other data converted from Client source documents are considered the Property of the Client. Professional shall obtain permission from Client to use such converted data for any use not contemplated in the Scope of Services of this Agreement.
- a. Owner acknowledges that the Computer Files are protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain with Professional. Professional retains all rights to the software, methodologies, and procedures utilized or developed by Professional in rendering its services for Client. Professional licenses Client to use the Computer Files in the manner set forth in this Agreement (including the Scope of Services), but Professional reserves any and all rights not expressly granted. The Computer Files may not be used for purposes beyond those set forth in the Scope of Services, and Professional reserves the right to revoke the license if, in good faith, Professional deems that such use has or will occur.
  - b. To the extent the Computer Files include any trade secret or other confidential information of the Client, Professional agrees to keep such information confidential. Professional is otherwise free to use the Computer Files and other related materials in other projects for Client, for Professional's business purposes, or for third parties unless a restriction is set forth in the Scope of Services.
  - c. The Computer Files shall be used only by Client or those third parties expressly contemplated in the Scope of Services and the license granted hereunder does not include the right for Client to sublicense.
  - d. Client acknowledges that certain Computer Files or parts thereof may be subject to third party licenses and thereby subject to use restrictions under those licenses. Client agrees that any act or omission by Client in violation of the aforementioned licenses shall constitute a breach of this Agreement. Except to the extent required by the use(s) expressly set forth in the Scope of Services, Client may not alter, modify or adapt the Computer Files or any part thereof; or translate, reverse engineer, de-compile, disassemble, or create derivative works of the Computer Files or any part thereof, or remove or modify any proprietary markings, certifications or restrictive legends physically or electronically placed on the Computer Files. Further, Client shall not make any copies of CD's and/or DVD's provided by Professional under this Agreement as such creation or distribution of additional copies may violate certain third party licenses to which Professional is a party. In the event that the acts or omissions of Client violate any third party license agreement to which any Computer File or any part thereof is subject, Client shall indemnify, defend and hold Professional harmless from and against any and all claims, demands, suits, causes of action, losses, damages costs and expenses, including but not limited to attorney's fees, brought against Professional for damages alleged or suffered as a result of such acts or omissions by Client.

- e. Professional shall have no liability or responsibility for problems with the Computer Files (specific to computer software developed by Professional) caused by misuse, improper installation, alteration or modification by Owner or for problems arising out of the malfunction of Owner's equipment or other software not supplied by Professional. Client acknowledges that the Computer Files may include features limiting their operability beyond the scope of the license, and Professional shall be entitled to use self-help, including electronic means, to prevent use of the Computer Files beyond their licensed scope. Client acknowledges that regardless of whether the Computer Files may be useful to Professional in performing other projects or services for Client or that such other potential uses are referenced in the Scope of Services, the right and ability to use the Computer Files in connection with additional projects or services for Client shall reside solely with Professional. Furthermore, Client acknowledges that Professional is not liable or responsible for information on the computer Files that may become outdated with time.
  - f. Unless certified by Professional in writing, the Computer Files may not identically conform to corresponding information provided in hard copy, and Professional does not warrant the accuracy of the information contained in the Computer Files.
  - g. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the Computer Files are provided "as is", and Professional disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.
  - h. Consistent with other provisions in this Agreement, Professional shall not be liable to Client for any incidental, special, indirect, consequential or punitive damages of any character concerning the Computer Files, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the Computer Files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty (either express or implied), tort (including negligence), product liability, or otherwise, and even if Professional has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. Professional's liability to Client, regardless of the legal theory of any claim relating to the Computer Files, shall not exceed the fees paid to Professional in connection with Professional's provision of the Computer Files set forth in the Scope of Services and Schedule of Fees and is subject to and shall not exceed the limitation of liability established in Paragraph 10.
12. **Assignment.** Neither Professional nor Client shall assign, sublet or transfer any rights under or interest (including, but not limited to monies that are due or may become due) in this Agreement without the prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this Agreement. Nothing in this paragraph shall prevent Professional from employing independent professional associates and consultants to assist in the performance of the services hereunder.
13. **Rights and Benefits.** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Professional, and all duties and responsibilities pursuant to this Agreement are for the sole and exclusive benefit of Client and Professional and not for the benefit of any other party. Unless otherwise specifically set forth in this Paragraph, Client and Professional expressly state that there are no third party beneficiaries to this Agreement. All documents, including but not limited to, reports, boring logs, specifications, laboratory test data, calculations, field notes, drawings, estimates and any other non-Computer File documents, data or information prepared by Professional in conjunction with the services provided under this Agreement shall remain the sole property of Professional. Client agrees that all documents and converted data or any nature furnished to Client by Professional will be returned to Professional upon demand and will not be used by Client at any location or for any project not expressly provided for in this Agreement without Professional's written permission.
- Client and Professional shall have the right to publicize that a relationship exists between Client and Professional for the fulfillment of the Scope of Services, including, but not limited to: signage at the Project site, press releases, marketing materials, and advertising. Professional shall have the right to print or display, as applicable, its name, the name of its affiliated entities and/or its logos and references to the legally

protected status of the contents of any deliverables, CD's/DVD's or websites produced under this Agreement on such deliverables, CD's/DVD's or websites.

14. **Hazardous Substances and Conditions.** Prior to Professional's commencement of services under this Agreement, Client agrees that it has made a reasonable effort to evaluate and discover hazardous substances or conditions on or near the Project site, and has disclosed any hazardous conditions of which Client is aware to Professional. Professional and Client agree that the discovery of unanticipated hazardous substances or conditions on the Project site necessitates that Professional and Client renegotiate the Scope of Services and the Schedule of Fees, or alternatively, if deemed necessary by Professional in its sole discretion, Professional may terminate this Agreement and recover the fees Professional has incurred to the date of the termination pursuant to Paragraph No. 8. Further, Client agrees to reimburse Professional for all costs associated with the decontamination of Professional's equipment. If Professionals' equipment cannot be decontaminated, Client agrees to pay Professional the fair market value of the contaminated equipment. Lastly, Client agrees to defend, indemnify and hold Professional harmless from any claims, demands, suits, causes of action, losses, damages, liabilities, costs and expenses, including but not limited to attorney's fees for bodily injury, death, property damage or loss arising from the discovery of unanticipated hazardous substances or conditions.
15. **Force Majeure.** Client shall not hold Professional liable for damages or delays in performance caused by events beyond the control of Professional. If Professional is delayed at any time in the progress, performance or completion of any portion or portions of the services contemplated by this Agreement as the result of flood, cyclone, hurricane, tornado, earthquake or other similar catastrophe, power outages or as the result of Acts of God, the public enemy, Acts of the Government, or fires, epidemics, quarantine restrictions, strikes or labor disputes, freight embargoes or unusual delay in transportation, unavoidable casualties, or on account of any acts or omissions of the Client or others engaged by them or by their employees, agents or representatives, or by changes ordered in the Scope of Services by Client which are not required to correct problems or discrepancies in the Professional's services, or by any other causes which Professional could not reasonably control or circumvent, and which are not due to the sole fault, neglect, act or omission on Professional's part, and the risks of which are not otherwise assumed by Professional pursuant to the provisions of this Agreement, then the time for completion of the portion or portions of the services directly affected by such delay, shall upon timely request of Professional, be extended by a period equivalent to the time lost by reason of any and all of the aforesaid causes.
16. **Non-Solicitation.** During the term of this Agreement, and any extensions thereof, and until Professional has been fully paid for its services pursuant to this Agreement and the project is substantially completed, whichever event occurs last and extending for a period of one year past that date (the "Restricted Period"), Client shall not without the express prior written consent of an authorized representative of the Professional directly or indirectly as an individual or on behalf of any other individual, corporation, partnership, firm, other professional, business organization or entity, or in any other capacity call upon, solicit, contact, aid in the solicitation of or contact, solicit for employment, endeavor to entice away from the Professional, recruit, hire, or otherwise interfere with the Professional's relationship with any person who is employed by or otherwise engaged to perform services for the Professional (including, but not limited to, any independent sales representatives or organizations). Client's obligations set forth in this Paragraph and the Professional's rights and remedies with respect thereto, whether legal or equitable, shall remain in full force and effect during the Restricted Period, notwithstanding any prior termination or resignation of the Client or any other prior termination of this Agreement for any reason.
17. **Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
18. **Dispute Resolution.** If a dispute other than the collection of fees owed by Client to Professional arises between Professional and Client, and a demand is made by or against Professional arising from the services performed under this Agreement, either Client or Professional shall demand that the dispute be first submitted to nonbinding mediation prior to litigation or arbitration. If nonbinding mediation does not resolve the dispute to the satisfaction of either Client or Professional, the dispute between Professional and Client may be resolved by arbitration or litigation at the choice of Professional.
19. **Applicable Law.** The terms and conditions of this Agreement are subject to the laws of the State of Indiana. Every provision of this Agreement is intended to be severable such that, if any term or provision hereof is void, invalid or unenforceable for any reason whatsoever, such provision shall be severed from the Agreement and shall not affect or impair the validity of the remainder of the Agreement.



20. **Prevailing Attorney Fees.** In the event litigation is commenced to enforce any term or condition of this agreement, the prevailing party shall be entitled to reasonable litigation costs including a reasonable attorney fee.
21. **E-Verify.** The Schneider Corporation shall comply with E-Verify Program as follows:
- a. Pursuant to IC 22-5-1.7, The Schneider Corporation shall enroll in and verify the work eligibility status of all newly hired employees of The Schneider Corporation through the E-Verify Program ("Program"). The Schneider Corporation is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.
- b. The Schneider Corporation and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that The Schneider Corporation or its subcontractors subsequently learns is an unauthorized alien. If The Schneider Corporation violates this Section 7(b), the RDC shall require The Schneider Corporation to remedy the violation not later than thirty (30) days after the RDC notifies The Schneider Corporation. If The Schneider Corporation fails to remedy the violation within the thirty (30) day period, the RDC shall terminate the contract for breach of contract. If the RDC terminates the contract, The Schneider Corporation shall, in addition to any other contractual remedies, be liable to the RDC for actual damages. There is a rebuttable presumption that The Schneider Corporation did not knowingly employ an unauthorized alien if The Schneider Corporation verified the work eligibility status of the employee through the Program.
- c. If The Schneider Corporation employs or contracts with an unauthorized alien but the RDC determines that terminating the contract would be detrimental to the public interest or public property, the RDC may allow the contract to remain in effect until the RDC procures a new contractor.
- d. The Schneider Corporation shall, prior to performing any work, require each subcontractor to certify to The Schneider Corporation that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. The Schneider Corporation shall maintain on file a certification from each subcontractor throughout the duration of the Project. If The Schneider Corporation determines that a subcontractor is in violation of this Section 7(d), The Schneider Corporation may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by The Schneider Corporation or the subcontractor.
- e. By its signature below, The Schneider Corporation swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the RDC that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

This Agreement together with the Attachments identified above, constitute the entire Agreement between Client and Professional and supersede all prior written or oral understandings related thereto. IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized official or agent.

**CLIENT**

City of West Lafayette Redevelopment Commission

By: \_\_\_\_\_

Print: Lawrence T. Oates

Title: President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROFESSIONAL**

The Schneider Corporation

By:  \_\_\_\_\_

Print: Ronald O. Nordemeyer, PE

Title: Transportation Department Manager

Date: 9-17-2012

By:  \_\_\_\_\_

Print: Michael Wylie

Title: Vice President

Date: SEPTEMBER 17, 2012

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Print: Judith C. Rhodes  
Title: Clerk-Treasurer  
Date: \_\_\_\_\_



**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: Northwestern Avenue Improvements**

**Professional shall provide Client with services in connection with the Project as described below:**

Northwestern Avenue Phase 1 – Cross Pipes

- 1) Fee to complete the design Northwestern Avenue Phase 1 portion of the project (storm sewer pipe crossings of the roadway that are currently under construction). This has been communicated to Dave Buck. The Professional used unbilled fees from the KCB Water Quality Improvements project to cover most of the design cost, but the overage was to be included in our overall proposal to the Client.

Northwestern Avenue Phase 2 – Roadway Design

- 1) Project
  - a) The project is for the engineering services to prepare construction documents and to provide bidding services for improvements to Northwestern Avenue (US Route 231) which include the following:
    - i) Northwestern Avenue improvements that include outside edge curbs, drainage for the curb, culvert extension, driveway approaches, trail along the west side, sidewalk along the east side, ADA improvements, center island landscaping, roadway lighting.
    - ii) Right-turn lane along the east side of Northwestern Avenue from Lindberg Road to Windsor Drive.
    - iii) Improvements to the Northwestern Avenue and Lindberg Road intersection may include, as feasible, the following drainage, curbs, travel and turn lanes, driveway closure at the Shell Gas Station, pedestrian and ADA improvements, traffic signal modification, and a turn lane island in the northwest quadrant.
  - b) Project Limits
    - i) On Northwestern Avenue beginning approximately 200 feet south of the Lindberg Road intersection and continuing north the south approach of the Yeager Road roundabout.
    - ii) On Lindberg Road beginning approximately 200 feet west of the Northwestern Avenue intersection and continuing east to approximately 200 feet east of the Northwestern Avenue intersection.
  - c) This is a City of West Lafayette locally funded project. The construction budget is \$2,000,000. Professional is to design the project to be at or below this construction budget. Adjustments to the design to meet this construction budget will be communicated to the Client for the Client's prior to advertisement for bids. If the Owner desires adjustments to the design to reduce the construction cost after the advertisement for bids the adjustment will be considered a change in scope.
  - d) This project is to be let for construction in or before May 2013.
- 2) Topographic And Route Survey
  - a) Topographic Survey
    - i) The topographic survey is to include the location of existing pavement, sidewalks, utilities, and drainage features. Pavement cross-sections are to be collected at a maximum of every 50 feet along street surfaces plus other critical locations. Utilities are to be depicted based on surface evidence in conjunction with markings placed by utility representatives and any record drawings that are available.
    - ii) Storm and sanitary manhole structures are to be detailed and inventoried including their rim elevation, pipe size, pipe material and invert elevations. Sufficient structure locations are to be made outside of the corridor in order to meet the needs of design clearance or tie-ins. All trees inside of the project area are included. Generally, the survey area are to include the following:
      - (1) The area of data collection to be from 10 feet outside right-of-way to 10 feet outside right-of-way along US Route 231 (Northwestern Avenue) from the south end of the newly constructed roundabout to a line +/- 200 feet south of the intersection of US Route 231 with Lindberg Road. Also included is

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: Northwestern Avenue Improvements**

the area from 10 feet outside right-of-way to 10 feet outside right-of-way from said intersection west along Lindberg Road for +/-500 feet and east along Lindberg Road for +/- 200 feet.

- iii) Vertical control for the survey project is to be based the NAVD88 datum. A minimum of 6 published survey control points are to be established within the project area to guide future activity.
- b) Route Survey
  - i) Preparation of a Route Survey Plat suitable for recordation per IAC Title 865 Rule 12. This includes:
    - (1) Obtain copies of deeds, plats, maps, documents, section corner reference ties and field notes that relate to the survey.
    - (2) Establish and monument centerline baseline control for the project area. Relate all centerline control, random control, right of way markers, found property corner evidence and section corners to a selected horizontal survey control system.
    - (3) References tie centerline and random control in project area.
    - (4) Show existing right of way and adjacent ownership.
    - (5) Survey the position of Public Land System section corners necessary to establish the location of road right of ways and deed lines within the project area.
    - (6) Platted lot lines and deed lines are to be depicted based on record documents in conjunction with physical evidence that is located.
  - ii) No title search is to be made. No preparation of proposed easement or right-of-way documents is included. Refer to Right of Way Engineering and Acquisition sections for additional information.
- 3) Geotechnical Investigation
  - a) See attached geotechnical engineering study scope (Attachment A1).
- 4) Transportation Engineering and Landscape Architecture
  - a) Curbs & Drive Aprons
    - i) Design outside curbs and driveway approaches.
    - ii) Driveway approaches are to incorporate the improvements proposed by the adjacent properties including that owned by Faith West Properties, Inc.
    - iii) The drainage for the curbs is to use the cross culverts constructed by the recent INDOT project.
  - b) Northwestern Avenue Right-Turn lane
    - i) Design a right-turn lane along the east side of Northwestern Avenue from Lindberg Road to Windsor Drive.
    - ii) The right-turn lane is to incorporate the improvements proposed by the adjacent properties including that owned by Faith West Properties, Inc.
    - iii) The right-turn lane is to use the cross culverts constructed by the recent INDOT project.
  - c) Multiuse Trail
    - i) Design a multiuse trail on the west side of Northwestern Avenue between Lindberg Road and Yeager Road.
    - ii) The trail is to include a connection to the crosswalks and existing trails at the Northwestern Avenue and Lindberg Road Intersection.
    - iii) The multiuse trail is to be an ADA facility.

**ATTACHMENT A**  
**SCOPE OF SERVICES**  
**Name of Project: Northwestern Avenue Improvements**

- d) Sidewalk
  - i) Design sidewalk on east side of Northwestern Avenue between Lindberg Road and Yeager Road to connect up the missing sections between Lindberg Road and Yeager Road
  - ii) The sidewalk is to be an ADA facility.
- e) Center Islands, Lights, & Landscape:
  - i) The improvements on the existing center islands is include lighting and landscaping
  - ii) Light and banner poles are be similar to those used on the project at Yeager Road and U.S. Route 52. See attached lighting scope (Attachment A2).
  - iii) Landscaping to tie in pond landscape package, street trees and gateway elements at Yeager Road roundabout and the Lindberg Road intersection.
    - (1) Trail on west side of Northwestern Avenue: Landscape Architecture is to assist Transportation with the layout and details for this trail. Landscape Architecture is to have a secondary role, but is to be on site for initial layout and is to assist with knowledge of surrounding landscaping areas.
    - (2) Light and Banner Poles: Landscape Architecture is to review plans and specs for the installation of lighting, light bases, conduit and wiring for decorative poles within the project area, based upon the precedent of poles and fixtures at U.S. Route 52 and Yeager Road and coordination with other landscaping elements.
    - (3) Landscaping: Landscape Architecture is to prepare plans and specifications for a landscape package at the Northwestern Avenue and Yeager Road roundabout and at the Northwestern Avenue and Lindberg Road intersection. Landscape Architecture is assuming a field visit, drawings preparation, client review meeting, landscaping drawing and specification revisions.
    - (4) Gateway Elements: Not knowing the scope or Owners preferences, Landscape Architecture assumes that these gateway elements are to be modestly sized and constructed out of masonry, natural stone and/or traditional commercial signage. Our scope includes preparation of concept sketches, client review meetings (2), plan development and specifications. If the Owner desires custom steel and/or glass gateway elements, or the inclusion of complex lighting elements, the fee and scope will be revisited.
- f) Northwestern Avenue and Lindberg Road Intersection Improvements
  - i) The improvements for this intersection are to focus on operational and ADA improvements.
  - ii) A concept is to be developed and presented to the owner. The concept may be adjusted to incorporate or eliminated elements desired by the Owner and to remain within the construction budget.
  - iii) The elements to be considered include the following:
    - (1) Stormwater drainage improvements.
    - (2) Curbs improvements.
    - (3) Travel and Turn Lanes improvements.
    - (4) Drive Closure at Shell Gas Station.
    - (5) Pedestrian and ADA Improvements.
    - (6) Turn Lane Island ant the northwest quadrant.
    - (7) Traffic signal modifications required to accommodate the improvement listed above.

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- g) Maintenance of Traffic
  - i) A maintenance of traffic (MOT) plan is to be developed for the improvements. The MOT is anticipated to be a two (2) phase design and includes a detour route.
  - ii) A pedestrian maintenance of traffic (PMOT) plan is to be developed for the improvements. The PMOT is anticipated to be a two (2) phase design.
- h) Stormwater Pollution Prevention Plan (SWPPP) and Rule 5 permit application
  - i) A SWPPP plan is to be developed for the improvements.
  - ii) A Rule 5 permit application is to be prepared and submitted for the SWPPP.
- i) Pavement Marking and Signage
  - i) Pavement marking and signage plans are to be developed for the improvements.
- j) Cross sections and Earthwork Quantities
  - i) Cross sections are to be developed for the improvements and are anticipated to consist of the following:
    - (1) 50-foot increments along Northwestern Avenue that include the multiuse trail and sidewalk.
    - (2) 50-foot increments along Lindberg Road.
  - ii) Earthwork quantities are to be developed from the cross section end areas.
- k) Plans, Specification and Estimate
  - i) Plans are to be developed and are anticipated to consist of the following sheets:
    - (1) Cover Sheet
    - (2) Index Sheet
    - (3) Typical Sections
    - (4) Location Control and Route Survey
    - (5) Detour Route
    - (6) Maintenance of Traffic Phase 1 - Notes
    - (7) Maintenance of Traffic Phase 1 - Northwestern Avenue (2 view sheets, 30 Scale)
    - (8) Maintenance of Traffic Phase 1 - Lindberg Road (2 view sheets, 30 Scale)
    - (9) Maintenance of Traffic Phase 2 - Northwestern Avenue (2 view sheets, 30 Scale)
    - (10) Maintenance of Traffic Phase 2 - Lindberg Road (2 view sheets, 30 Scale)
    - (11) Maintenance of Traffic Intersect Sub Phases (2 view sheets, 30 Scale)
    - (12) Demolition Plan - Northwestern Avenue (2 view sheets, 30 Scale)
    - (13) Demolition Plan - Lindberg Road (2 view sheets, Scale)
    - (14) Plan & Profiles - Northwestern Avenue (P&P view sheets, 30 Scale)
    - (15) Plan & Profiles - Lindberg Road (P&P view sheets, Scale)
    - (16) Construction Details - Multi view sheets (30 Scale)
    - (17) Intersection Details - Northwestern Avenue & Lindberg Road (30 Scale)
    - (18) SWPPP - Notes
    - (19) SWPPP - Northwestern Avenue (2 view sheets, 30 Scale)

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- (20) SWPPP - Lindberg Road (2 view sheets, 30 Scale)
- (21) Landscape Plan - Notes & Details
- (22) Landscape Plan - Northwestern Avenue (2 view sheets, 30 Scale)
- (23) Pavement Marking and Signs - Northwestern Avenue (2 view sheets, 30 Scale)
- (24) Pavement Marking and Signs - Lindberg Road (2 view sheets, 30 Scale)
- (25) Sheet Sign and Post Summary
- (26) Signal Plans (1 view sheets, 30 Scale)
- (27) Miscellaneous Tables
- (28) Pavement Quantities and Approach Table
- (29) Structure Data Table
- (30) Earthwork and Underdrain Tables
- (31) Pipe Material Sheet
- (32) Cross Sections - Northwestern Avenue (50' increment average, 3 per sheet)
- (33) Cross Sections - Lindberg Road (50' increment average, 3 per sheet)
- (34) City of West Lafayette Typical Construction Guidelines and Details
- ii) Specifications are to be developed for the improvements.
- iii) Estimates of cost are to be developed for the improvements as follows:
  - (1) Approximately 30% complete plan development
  - (2) Approximately 90% complete plan development
  - (3) 100% complete plan development
- I) Construction Document Review Submittals
  - i) Construction Documents are to be provided for review as follows:
    - (1) Approximately 30% complete plan development
    - (2) Approximately 90% complete plan development
- 5) Bid Book and Bidding Process
  - a) Bid book is to be developed for the project. The Owner is to assist with the development of this bid book by providing boilerplate information. The bid book is anticipated to include the following:
    - i) Cover
    - ii) Table of Contents
    - iii) Notice to Bidders
    - iv) Instructions to Bidders
    - v) Bid Proposal Form
    - vi) Contractor Bid For Public Work - Form 96
    - vii) Agreement Form
    - viii) General Conditions
    - ix) Supplementary Conditions

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- x) Wage Rates
- xi) Geotechnical Report
- xii) Detail Drawings
- xiii) Technical Specifications
- b) Bidding Process: The CONSULTANT is to assist the Owner with the bidding process which is anticipated to include the following:
  - i) Advertise
  - ii) Q&A and Addenda
  - iii) Bid Opening
  - iv) Bid Tabs
  - v) Recommended Bidder
- 6) Utility Coordination
  - a) The CONSULTANT is to coordinate Subsurface Utility Engineering (SUE) for the project area.
  - b) The scope of Subsurface Utility Engineering (SUE) for the project area is to involve completing the tasks set forth in the ASCE Standard "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" during various phases of the project. SUE is a multi-disciplined process that has been established to accurately identify subsurface utility information, wherein the traditional civil engineering practices of data collection and new technologies for identifying utility information are combined. In the ASCE Standard, SUE is also the means by which a quality level designation is added to the data collected to identify the accuracy of the information obtained. SUE Quality Level designations have been utilized as the basis for organizing the scope of work for the project area. In general, data accuracy increases as the SUE process moves from Quality Level D to Quality Level A. The four (4) SUE quality level designations are as follows:
    - i) Records Research (Quality Level D);
    - ii) Survey of aboveground features (Quality Level C);
    - iii) Designating of Utilities (Quality Level B); and
    - iv) Locating of Utilities (Quality Level A).
  - c) Preliminary Investigation
    - i) During the preliminary phase of the project, the Professional is to determine the utilities within the project limits along Etna Avenue and within the limits of the legal drains.
    - ii) Records Research – A Quality Level D (QLD) investigation is to be performed and consists of the identification of utility owners that have facilities within the project area or may be affected by development in the project area. For this project, the Professional is to contact the owners of facilities as identified by Indiana 811 in accordance with ASCE standard for SUE Section 5.1 and is to provide them with information about the proposed project. The utilities contacted are to provide the Professional with record documents such as as-builts or facility maps to review for the location and type of utilities within the project area boundaries. The Professional is to contact utilities such as telephone, electric, gas, water and cable. The Professional is to use the total information gathered in the QLD phase to determine the need for additional activities in the Quality Level C, B, and A phases.
    - iii) Survey of Above Ground Features – Once the preliminary site survey is performed, the PROFESSIONAL is to review the survey alongside the QLD data gathered, thereby forming an initial picture that identifies the general location of utilities in the project area. While above-ground utility features serve as spot bearings for the presence of utilities, specific routes between above ground features is only an estimate extrapolated using QLD data and above ground feature (QLC) data. At this quality level phase, horizontal control regarding utility locations has been increased but can contain up to multiple feet of variation,



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especially for utility routes that are extrapolated. Vertical control data regarding utility depths at this quality level phase is non-existent or marginal at best. Information regarding the material type, size, or condition of the constructed utility is not able to be confirmed during this phase. The PROFESSIONAL is to review the surveys and perform an updated field review to determine if new facilities have been added to the area.

- d) Design
  - i) During this phase of the project, the PROFESSIONAL is to review the design to the QLD and QLC information and prepare a conflict analysis. This analysis is to allow the Professional to determine the best locations for additional investigation.
- e) Designating
  - i) Designation is not included in the scope of services.
- f) Locating
  - i) Locating is not included in the scope of services.
- g) Utility Coordination
  - i) Once the SUE investigation is complete, the utilities involved in the project are invited to a utility coordination meeting. The first of these meetings is to be held to inform the utilities of the project scope and discuss possible conflicts with utilities. These meetings are to be held to facilitate communication between the utilities. Where each utility is proposing to relocate is information that the other utilities are to use in determining their placement. The Professional is to work with each utility to assist them in determining a possible relocation route, if necessary. Once the new relocation route is determined the utility is to prepare their relocation plan and schedule. The Professional is to review the utilities relocation plan and estimate and give recommendations to the Owner regarding approving the plan.
- h) Abandoned Facilities
  - i) The Professional is not responsible for identifying empty or abandoned facilities.
  - ii) The Professional is not responsible for construction change orders due to empty or abandoned facilities.
- 7) Meetings
  - a) Four (4) meeting for the project are anticipated.

Northwestern Avenue Phase 3 – Construction Inspection

- 1) The construction inspection fee is based upon the Northwestern Avenue Phase 2 construction budget, scope, and a 5 calendar month construction schedule. Changes to the construction budget, scope, or construction schedule will be considered a change in scope.
- 2) Engineering Personnel
  - a) For the fulfillment of all services outlined below, Professional will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.
  - b) The qualifications and experiences of personnel provided by the Professional are subject to approval by the Client and no personnel will be assigned to the project until Client approval is obtained.
  - c) The fulltime Resident Project Representative will take directions from and report to the Client on all matters concerning contract compliance and administration.
  - d) The fulltime Resident Project Representative will coordinate project activities with the Client.

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- 3) Close Out (From 45 days after final documentation has been given to the Professional from the contractor)
  - a) Finalize any remaining pay applications, change orders and compile daily's, pictures, reports, material records, and contractor quantities into final deliverables to be delivered to the West Lafayette City Engineering office.
  - b) Determine contract bonuses given days chargeable vs. days used.
- 4) Material Testing (As-Needed)
  - a) Alt and Witzig, or other qualified subcontractor, will be used to conduct testing on soil samples, concrete samples and asphalt samples.
- 5) Pay Apps, Change Orders, and PE oversight
  - a) Daily's will be compiled monthly for processing of pay applications
  - b) Change Orders will be necessary due to unforeseen field conditions. Professional will provide a scope of work and fee agreed upon by the contractor ahead to be processed by the City of West Lafayette prior to commencement of work relating to the change order.
  - c) Professional will provide a professional engineer on an as-needed basis for oversight and issues regarding design and redesign.
- 6) Design Revisions per Field Conditions
  - a) Whenever warranted by unforeseen field condition and the need for a revised design on a pay item, Professional will compile the design plan changes and quantities necessary to make the field changes.
- 7) Meetings, Meeting Minutes, Correspondence, Courier Services
  - a) Professional will compile meeting minutes and correspondence for all official communication on this project.
  - b) Courier tasks will be completed by Professional.
- 8) Shop Drawing Review
  - a) Shop Drawings provided by the contractor will be recorded and approved or rejected per review by Professional.

**Client shall provide to Professional the following:**

- 1) City standard specifications and standard drawings
- 2) Bid book boilerplate
- 3) Reviews with in two (2) weeks of submittals
- 4) Rule 5 application fee
- 5) Bidding advertisement fee
- 6) Previous reports and studies
- 7) Previous drainage reports and studies
- 8) Traffic Data including Counts, Volumes, Class, Speed, and Accidents
- 9) Assistance with other agencies

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Name of Project: Northwestern Avenue Improvements



**DEVELOPMENT & ENGINEERING CONSULTANTS**

ENVIRONMENTAL DUE DILIGENCE  
GEOTECHNICAL INVESTIGATION & DESIGN  
BROWNFIELDS REDEVELOPMENT  
SITE DESIGN CONSULTING  
CONSTRUCTION MATERIALS TESTING  
OWNER'S CONSTRUCTION REPRESENTATIVE

Date Ordered:	08/01/12	By:	Mark Behrens	TERRA Proposal / Project #:	P-120801.001	
<b>CLIENT CONTACT INFORMATION</b>						
CLIENT:	The Schneider Corporation			Tel. #:	317.826.7107	
Representative:	Ronald O. Nordmeyer, P.E.			Mobile #:	317.376.0979	
Title:	Department Manager			E-mail:	rnordmeyer@SchneiderCorp.com	
Billing Address:	8901 Otis Avenue			Fax #:	317.826.7100	
City:	Indianapolis			State:	Indiana	Zip 46216
<b>PROJECT INFORMATION</b>						
State:	Indiana			County:	Tippecanoe	
City:	West Lafayette			Subdivision:	-	
Project Name:	Northwestern Avenue Widening from Yeager Road to Lindberg Road			Common Location:	Northwestern Ave, West Lafayette, IN	
<b>SCOPE OF SERVICES:</b>						

**GEOTECHNICAL ENGINEERING STUDY**

The City of West Lafayette is proposing to widen Northwestern Avenue from Yeager Road to Lindberg Road, which includes intersection improvements to Lindberg Road and the addition of a multi-use trail in West Lafayette (Tippecanoe County), Indiana. TERRA Site Development, Inc. (TERRA) will perform a geotechnical engineering pavement evaluation of the existing pavement and subgrade conditions along Northwestern Avenue. Presented below are the Work Plans, schedule and budgets for performing a Geotechnical Engineering Study for the project site.

**Project Description and Objectives**

The objective of this Geotechnical Engineering Study will be to review a previous geotechnical evaluation (dated September 8, 2005) prepared by others, and to further investigate the subsurface conditions in the general areas of the existing roadway.

The scope of this study was performed in accordance with generally accepted practices for geotechnical investigations and in general accordance with the latest Indiana department of Transportation's (INDOT) specification titled "Geotechnical Manual", dated 2005. However, it must be recognized that the scope of work will not necessarily meet all of the requisite conditions of a typical INDOT investigation.

The objective of the Geotechnical Engineering Study will be to 1) assess the general subsurface conditions of the proposed road, 2) measure and visually evaluate the existing pavement sections, 3) provide an opinion of upgrade or reconstruction options, 4) provide asphalt and an alternate concrete full thickness pavement design, and 5) provide recommendations for recycling existing pavement materials. Please note the design will be based on existing and projected traffic loading conditions provided by the client or the City Engineers office. This study does not include a traffic study.

NORTH 1307 W, 161st Street, Westfield, IN 46074 | SOUTH 5225 Exploration Drive, Suite 1123, Indianapolis, IN 46241 | PHONE 317.399.1216 | FAX 317.663.3049  
WEBSITE <http://www.TERRAsitedev.com>

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**Proposed Work Plan**

TERRA proposes a site evaluation program that will consist of the following:

- We have assumed six (6) pavement cores located in alternating travel lanes. The different asphalt layers within the cores will be measured and the aggregate base beneath the asphalt cores will also be measured after the removal of the cores.
- At the location of the six (6) pavement cores, three (3) soil borings will be performed to a depth of up to 10 feet each. The soil borings will be performed at every second core hole.
- Kessler Dynamic Cone Penetrometer (DCP) testing at every second core hole (i.e., between the pavement soil boring locations). The DCP testing will be performed to a depth of at least 3 feet into the subgrade. DCP testing is necessary in order to evaluate the bearing capacity of the in-place subgrade soils and to estimate the California Bearing Ratio (CBR) value for pavement design purposes.

The budget presented in this proposal is based on a total of up to 30 lineal feet of drilling. The typical drilling methodology will utilize hollow-stem augers to advance the borings with split-spoon samples obtained in advance of the augers. Split-spoon samples and Standard Penetration Test values [commonly referred to as the blow-count or N-value] will be obtained through continuous soil sampling to a depth of 4.5 feet below the pavement section and then at 2.5 foot intervals below a depth of 5 feet per ASTM Method D-1586. Groundwater levels will also be measured where available during drilling, upon completion and when possible, several hours after completion of drilling.

After the field work is completed, laboratory testing will be performed which will include a determination of the natural moisture content of cohesive soil samples recovered and an estimation of the unconfined compressive strength of the cohesive soil using a calibrated hand penetrometer, and up to two (2) Atterberg limit determinations. Additional laboratory testing may include loss-on-ignition (organic content) tests and possibly grain size analyses. The soil samples will be visually classified and a laboratory boring log will be prepared under the direction of TERRA's Project Geotechnical Engineer utilizing the driller's field log and any laboratory test data.

Bedrock material if encountered during drilling will be cored, if needed, utilizing a nominal 2" I.D. core barrel (NX). The rock coring and additional Shelby tube sampling if required will be performed on a Time and Material (T&M) basis and is regarded as a change in scope. However, the Client's Project Manager would be advised before proceeding with the work including the expected additional cost.

Based on the results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering report. The report will present all field test boring logs and laboratory test data, including recommendations for a pavement design and discussion of any potential construction difficulties due to soil and groundwater conditions.

The Geotechnical investigation will be conducted under the direction of TERRA's senior professional engineer. The senior engineer will be the person responsible for evaluating and controlling the overall quality of the work product and will be available for consultation regarding geotechnical and construction related issues as the project continues through the design and construction phases. The TERRA Geotechnical Engineering Report will be organized as shown below.

In compliance with Indiana State law, TERRA will notify utility companies 48 hours prior to performing any on site drilling or excavations. However, locating or providing plans showing the location of private utilities and / or utility easements will be the responsibility of the client and/or property owner. If private utility locates are deemed necessary by the owner, TERRA would be available to perform the service as a supplemental service to this contract.

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WEBSITE <http://www.TERRAincdev.com>

# ATTACHMENT A1

## GEOTECHNICAL SCOPE OF SERVICES

### Name of Project: Northwestern Avenue Improvements



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#### REPORT OUTLINE

- 1.0 Introduction
- 2.0 Project Information
- 3.0 Investigational Procedures
  - 3.1 Field Work
  - 3.2 Laboratory Testing
- 4.0 Site and Subsurface Conditions
  - 4.1 Site Conditions
  - 4.2 Subsurface Conditions
  - 4.3 Groundwater Conditions
- 5.0 Design Recommendations
  - 5.1 Basis
  - 5.2 Pavement Recommendations

- 6.0 Construction Considerations
  - 6.1 Site Preparation
  - 6.2 Foundation Excavations
  - 6.3 Structural Fill
  - 6.4 Fill Placement Control
  - 6.5 Groundwater Concerns
  - 6.6 Special Construction Considerations (if applicable)
- Appendices
  - Site Location Plan, Test Boring Logs,
  - Laboratory Data
  - General Qualifications and Contractual Considerations

#### Estimated Project Cost

TERRA will complete the Geotechnical Engineering Study described above for a fee of . In preparation of this proposal, we have assumed that the site will be accessible to truck-mounted drilling equipment. Review of civil design plans and additional consulting upon completion of the geotechnical study will be performed on a Time & Materials (T&M) basis.

If the borings reveal inconsistent and/or marginal soil conditions requiring additional borings or perhaps deepening the borings, the Client's Project Manager will be consulted with regard to the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring additional drilling and engineering services and a possible adjustment to the budget of this Geotechnical Engineering Study.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This study is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation modified to address this change in condition.

#### Work Schedule

TERRA expects to begin work shortly after receiving authorization to proceed. The fieldwork should take one (1) to two (2) days to complete. We would expect to issue our engineering report within three (3) to four (4) weeks of being authorized to proceed. However, verbal recommendations can be provided within five (5) business days of completing the drilling, followed by the written report.

Number of Copies To Be Provided:	1	Date To Be Completed:	Within 3 to 4 weeks
Mail Additional Copy To:			
Cost of Professional Services:		Client Order/P.O. #:	

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**ATTACHMENT A1**  
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**TERRA Site Development, Inc. (TERRA)**  
**CONTRACT - GENERAL TERMS AND CONDITIONS**

1. **DEFINITIONS:** Terra Site development, Inc. (hereinafter referred to as "TERRA") shall include said company performing the work. "Work" means the specific environmental, geotechnical, civil engineering and testing or other services to be performed by TERRA, as set forth in TERRA's proposal, Client's acceptance thereof and the General Terms and Conditions. The terms "we", "us", "Terra" or "our" refer to TERRA Site Development, Inc. The "Client" refers to the person or business entity ordering the work to be done by TERRA, and the terms "you", "your", "he", "his", and "its" refer to the Client. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client are adequate and sufficient for Client's intended purpose. Client shall communicate these general Conditions to each and every third party to whom Client transmits any part of TERRA's work.
2. For and in consideration of the mutual promises contained in this Work Order/Contract For Professional Services ("Work Order"), TERRA Site Development, Inc. ("TERRA") and Client agree as follows:
  - a. Acceptance of this Work Order by Client shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing TERRA to commence work or preparation for work will constitute acceptance by Client of this Work Order and all its terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
  - b. TERRA shall provide Client services as described in Services to be performed. TERRA shall use the standard of care typically exercised in conducting professional practices outlined in the Services to be performed.
  - c. Client agrees to pay all fees within 30 days of the date of the invoice. Balances due over 30 days will be assessed an interest rate of 1 1/4 % per month (18% per year). Client agrees to pay for any costs of collection including, but not limited to lien costs, court costs or attorney's fees involved in or arising out of collecting any unpaid or past due balances.
  - d. Notwithstanding any provision contained in this Work Order or any other documents between Client and TERRA, TERRA may file a lien or claim on its behalf in the event that any payment to TERRA is not made as and when provided for by this Work Order.
  - e. Upon acceptance of this Work Order, TERRA shall be given a reasonable time in which to commence and complete the performance of the services to be performed. TERRA shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to delays caused by the Client. TERRA will charge Client at standard rates for stand-by or non-productive time for delays in TERRA's work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.
  - f. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by TERRA or others to be timely and properly performed in accordance with the plans, specifications and contract documents and TERRA's recommendations. Claims for loss, damage shall be brought against TERRA by Client or any third party unless all tests and inspections have been so performed and unless TERRA's recommendations have been followed. Client agrees to indemnify, defend and hold TERRA, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or TERRA's recommendations are not so followed except to the extent that such failure is the result of negligence, willful, or wanton act or omission of TERRA's, its officers, agents or employees, subject to the limitations contained in paragraph 10.
  - g. **SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of test. All drilling samples or specimens will be disposed sixty (60) days after submission of TERRA's report.
  - h. **CLIENT'S RESPONSIBILITIES:** Client shall do the following in a timely manner so as not to delay the services of TERRA: (1) Designate in writing a person to act as Client's representative with respect to the services to be rendered under this Work Order. Such person shall have complete authority to transmit instructions and receive information with respect to TERRA's Services to be performed. TERRA may rely fully on information and instructions provided by Client's representative. Hereinafter, all references in this Work Order to "Client" mean Client or Client's Representative. (2) Provide all criteria and full information as to Client's requirements for the services to be provided, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations, and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications. (3) Assist TERRA by placing at TERRA's disposal all available information pertinent to the services to be provided including previous reports and any other data relative to design or construction of the services to be provided; all of which TERRA may use and rely upon in performing the services under this Work Order. (4) Give prompt written notice to TERRA whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of TERRA's services, or any defect or nonconformance in the work of any contractor.
  - i. **TERM AND TERMINATION:** TERRA's obligation to render services under this Work Order will extend for a period which may reasonably be required for the services to be provided, including extra work and required extensions. If Client fails to give prompt authorization to proceed, or if TERRA's services are delayed or suspended by Client for more than three months for reasons beyond TERRA's control, TERRA may, after giving seven days' written notice to Client, suspend or terminate services under this Work Order. If payment is not received within 45 days of the date of invoice, TERRA reserves the right, after giving seven days notice to Client, to suspend services to Client or to terminate this Work Order. TERRA shall not be liable to Client or any third parties for any damages caused by the suspension or termination of work for non-payment. Client may terminate this Work Order for any reason or without cause upon thirty days written notice to TERRA. If any work covered by this Work Order is suspended, terminated or abandoned, the Client shall compensate TERRA for services rendered to the date of written notification of such suspension, termination or abandonment.
  - j. **COMPUTER FILES:** All Computer files or other electronic media including the raw data contained therein (hereafter "Computer Files") supplied by TERRA are subject subject to these terms and conditions:
    - i. Computer Files may be protected by trade secret, copyright, and other proprietary rights, and title and ownership of these rights and in the Computer Files remain in TERRA. TERRA hereby grants a revocable license to Client to use the Computer Files in a manner consistent with the uses traditionally made of the information contained therein were such information provided by TERRA solely in hard copy. TERRA reserves all rights not expressly granted.
    - ii. To the extent the Computer Files include any trade secret or other confidential information of Client, TERRA agrees to keep such information confidential, but TERRA is otherwise free to use the Computer Files and other related materials in other projects for Client or for third parties.
    - iii. TERRA shall have no liability or responsibility for problems with the Computer Files caused by misuse, improper installation, alteration or modification by Client, or for problems arising out of the malfunction of Client's equipment or other software not supplied by TERRA.
    - iv. Unless certified by TERRA in writing, the Computer Files may not identically conform to corresponding information provided in hard copy, and TERRA does not warrant the accuracy of the information contained in the Computer Files.
    - v. To the fullest extent allowed by law, and except for the warranties expressly stated herein, the computer files are provided "as is", and TERRA disclaims all other warranties, terms or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties or conditions regarding merchantability, fitness for a particular purpose, non-infringement, and satisfactory quality.

NORTH 1307 W. 161st Street, Westfield, IN 46074 | SOUTH 5225 Exploration Drive, Suite 1123, Indianapolis, IN 46241 | PHONE 317.399.1216 | FAX 317.663.3049  
WEBSITE <http://www.TERRASitedev.com>



**ATTACHMENT A1**  
**GEOTECHNICAL SCOPE OF SERVICES**  
**Name of Project: Northwestern Avenue Improvements**



August 01, 2012  
Professional Services Proposal  
Page 5

- vi. TERRA shall not be liable to client for any incidental, special, indirect, consequential or punitive damages of any character, including without limitation, damages for: loss of business or good will, work stoppage, loss of information or data, loss of revenue or profit, computer failure, or other financial loss arising out of or in connection with the installation, maintenance, use, performance or failure of the computer files, regardless of the legal theory asserted, whether based on breach of contract, breach of warranty, tort (including negligence), product liability, or otherwise, and even if TERRA has been advised of the possibility of such damages and even if a remedy set forth herein is found to have failed of its essential purpose. TERRA's liability to client, regardless of the legal theory of any claim, shall not exceed the fees paid to TERRA in connection with TERRA's provision of the computer files.
- k. **LIMITATION OF LIABILITY AND RESPONSIBILITIES:** The Client shall hold harmless and indemnify TERRA from all losses, damages, costs and expenses which TERRA may suffer or sustain which results from acts or omission of any contractor, subcontractor, supplier, or any of their agents, employees or any other persons (except TERRA's own employees and agents) at the site or otherwise furnishing or performing any work. Nothing contained in this paragraph, however, shall be construed to release TERRA from liability for failure to properly perform duties and responsibilities assumed by TERRA under this Work Order.
- l. **WARRANTY:** TERRA services will be performed, its findings obtained and its reports prepared in accordance with its proposal, client's acceptance thereof, these general conditions, and with general accepted principles and practices. In performing its professional services, TERRA will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations either express or implied. Statements made in TERRA reports are opinions based upon engineering judgment and not to be construed as representations of fact.
- Should TERRA or any of its professional employees be found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation or contract, client all parties claiming through client and all parties claiming to have in any way relied upon TERRA's work agree that the maximum aggregate amount of the liability of TERRA, its officers, employees and agents shall be limited to \$25,000 or the total of the amount of the fee paid to TERRA for its work performed with respect to the project, whichever amount is greater.
- No action or claim whether in tort, contract, or otherwise, may be brought against TERRA, arising from or related to TERRA's work, more than two years after the cessation of TERRA's work hereunder.
- m. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring TERRA to assume the status of an owner, operator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for the compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- n. **ASSIGNMENT:** Neither TERRA nor Client shall assign, sublet or transfer any rights under or interest in this Agreement without prior written consent of the other party. Any assignments shall be of all rights, obligations, interest and responsibilities hereunder. Nothing in this paragraph shall prevent TERRA from employing independent TERRA associates and consultants to assist in the performance of the services hereunder.
- o. **RIGHTS AND BENEFITS:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and TERRA, and all duties and responsibilities pursuant to this Agreement will be for the sole and exclusive benefit of Client and TERRA and not for the benefit of any other party. All reports, field notes, drawings, and any other documents, data or information prepared by TERRA in conjunction with the services provided for under this Work Order shall remain the sole property of TERRA.
- p. **FORCE MAJEURE:** Neither Client nor TERRA shall hold the other responsible for damages or delays in performance caused by events beyond the control of the party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, explosions, accidents floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intended to invoke force majeure shall provide prompt notice to the other party.
- q. **SUCCESSORS:** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
- r. **GOVERNING LAW:** The terms and conditions of this Agreement are subject to the laws of the State of Indiana and shall in all respects be governed, construed, applied, and enforced in accordance with the laws of such State.

The Schneider Corporation hereby agrees to the terms and conditions referenced in the above Work Order/Contract for Professional Services. Please return a copy of the signed contract via one of the following methods:

**Email:** [mbehrens@TERRAsitedev.com](mailto:mbehrens@TERRAsitedev.com)

**Fax:** (317) 663-3049

**Mail:** TERRA Site Development, Inc.  
1307 W. 161st Street  
Westfield, IN 46074

<b>SIGNATURE:</b>		<b>DATE:</b>	
<b>PRINTED NAME:</b>		<b>TITLE:</b>	

NORTH 1307 W. 161st Street, Westfield, IN 46074 | SOUTH 5225 Exploration Drive, Suite 1123, Indianapolis, IN 46241 | PHONE 317.399.1216 | FAX 317.663.3049  
WEBSITE <http://www.TERRAsitedev.com>

**ATTACHMENT A2**  
**LIGHTING SCOPE OF SERVICES**  
**Name of Project: Northwestern Avenue Improvements**



**Advanced Engineering Consultants**  
*Mechanical-Electrical-Plumbing-Fire Protection*  
7260 Shadeland Station, Indianapolis, IN 46256  
317.413.5724 ph

August 3, 2012

**Ronald Nordmeyer, PE**  
**The Schneider Corporation**  
8901 Otis Ave  
Indianapolis, IN 46216

**Re: Northwestern Avenue Lighting, West Lafayette, IN**  
**Lighting Design Services**

**Project Narrative**

Advanced Engineering Consultants (AEC) is pleased to submit this proposal to provide professional engineering services for street lighting along Northwestern Avenue in West Lafayette, Indiana.

Advanced Engineering Consultants (AEC) is to design lighting for modifications to a 0.3 mile stretch of Northwestern Avenue. The project will consist of approximately 0.3 miles of new roadway with one major intersection and three minor intersections. The design will provide full coverage of both sides of the street and intersections within the project limits.

The design parameters are an initial average illumination of 0.8 foot candles with an average/minimum ratio not to exceed 4:1. The design will incorporate decorative teardrop style luminaires to match improvements adjacent to the project area. The proposed design will be executable with each of three different brands of luminaires. Regardless of brand, the position, distribution and lamp of each luminaire will be the same. The only variable is to be the brand of luminaire.

The proposed design will be supported by point by point analysis of all traveled pavement. A lumen depreciation factor of 0.90 and a dirt depreciation factor of 0.87 will be used for photometric analysis. An analysis of the proposed design will be made for each of the three selected brands of luminaires. The only variable between the analyses is to be the brand of luminaire.

Service point and circuit design will be coordinated with the existing lighting and power poles and the local power company and will be in compliance with INDOT standards.

Pull boxes are to be of the INDOT standard design.

For each service point location, AEC will provide written concurrence from the power company involved that service will be provided at that location and an estimate by the power company of the cost, if any, that the company will charge for providing the requested service.

AEC will provide the locations of all service points, both existing to remain and proposed, to both the District Utility Supervisor and the Bureau of Utilities and Properties.

**ATTACHMENT A2**  
**LIGHTING SCOPE OF SERVICES**  
**Name of Project: Northwestern Avenue Improvements**



**Advanced Engineering Consultants**

*Mechanical · Electrical · Plumbing · Fire Protection*  
7260 Shadeland Station, Indianapolis, IN 46256  
317.413.5724 ph

**Scope of Work:**

1. Lighting layout and illumination calculations to meet INDOT average illumination and uniformity requirement by point by point analysis of brand luminaries using Acuity Brands Visual Pro lighting software for all traveled pavement.
    - Preliminary roadway lighting layout and illumination calculations: 10 hours
    - Coordinate with Schneider Corporation Roadway and Signal engineers for conflicts and revise the lighting layout and re-calculation: 4 hours
    - Revise lighting and illumination calculations following document review: 6 hours

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Sub-total: 20 hours
  2. Provide electric services and circuits to the high way lighting, coordinate power service locations with utility company and voltage drop calculations.
    - Coordinate with Power Company for services to the roadway lighting: 10 hours
    - Voltage drop calculations: 4 hours
    - Power circuits to the lighting poles: 6 hours

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Sub-total: 20 hours
  3. Provide Construction Documents
    - Roadway lighting plan sheets (Lighting plans, schematics, circuit diagram) 26 hours
    - Detail, note and elevation sheets 10 hours
    - Drafting 16 hours
    - Quantity sheets and specifications: 8 hours
    - Cost Estimate: 4 hours

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Sub-Total: 64 hours
  4. Attend coordination meetings
    - Coordination and review meetings 6 hours

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Sub-total: 6 hours
  5. Respond to Pre-Bid Questions – Shop Drawings
    - Sub-total: 4 hours
- 
- Total Task Hours: 114 hours**

The Schneider Corporation will provide all project base maps, utility surveys, and attend workshop meetings with AEC. AEC is not anticipating any field work or meetings with owner but can provide these services for an addition fee.

**ATTACHMENT A2**  
**LIGHTING SCOPE OF SERVICES**  
Name of Project: Northwestern Avenue Improvements



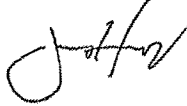
**Advanced Engineering Consultants**  
*Mechanical - Electrical - Plumbing - Fire Protection*  
7260 Shadeland Station, Indianapolis, IN 46256  
317.413.5724 ph

**Engineering Services Fee:**

AEC will provide engineering services for the above outlined scope of work for an estimated design service fee of:

We appreciate the opportunity you have given us to submit this proposal and we look forward to working with you on this project.

Sincerely,  
Advanced Engineering Consultants, Ltd.



**Jeremy Hatfield**  
Indianapolis Branch Manager/Project Manager

**ATTACHMENT B**  
**SCHEDULE OF FEES**  
**Name of Project: Northwestern Avenue Improvements**

Client shall compensate Professional for services rendered in accordance with the following:

Northwestern Avenue Phase 1 – Cross Pipes	\$6,058.00
Northwestern Avenue Phase 2 – Roadway Design	\$173,942.00
<u>Northwestern Avenue Phase 3 – Construction Inspection</u>	<u>\$115,000.00</u>
<b>Fixed fee of Two Hundred Ninety Five Thousand Dollars</b>	<b>\$295,000.00</b>

After a period of 12 months from the date of this Agreement, all fees remaining under this contract are subject to an increase of up to 6% at the discretion of the Professional, and may further be increased by 6% annually thereafter.

**ATTACHMENT B**  
**SCHEDULE OF FEES**  
**Name of Project: Northwestern Avenue Improvements**

**Billing Rates**

<b>STAFF LEVEL</b>	<b>HOURLY RATES</b>	<b>STAFF LEVEL</b>	<b>HOURLY RATES</b>
Principal	\$172.00	Media Designer 1	\$80.00
Department Director	\$145.00	PC Technician	\$89.00
Sr. Project Manager	\$133.00	Resident Project Rep 3	\$92.00
Project Manager	\$114.00	Resident Project Rep 2	\$85.00
Project Coordinator	\$109.00	Resident Project Rep 1	\$77.00
Sr. Project Engineer	\$133.00	Sr. Project Surveyor	\$93.00
Project Engineer	\$110.00	Project Surveyor	\$87.00
Engineering Designer	\$88.00	Survey Technician	\$75.00
Engineering Technician	\$82.00	Survey GPS Operator	\$130.00
Sr. GeoloGIST	\$133.00	Survey Chief of Parties	\$93.00
GeoloGIST 2	\$80.00	Survey Party Chief	\$75.00
GeoloGIST 1	\$60.00	Survey Instrument Operator	\$75.00
Sr. Environmental Specialist	\$90.00	Survey Rodman	\$75.00
Environmental Specialist 2	\$75.00	Survey 3rd Man	\$40.00
Environmental Specialist 1	\$60.00	Research Technician	\$62.00
Sr. Geotech Specialist	\$75.00	Administration	\$56.00
Structural Steel Technician	\$65.00	GIS Principal	\$167.00
Geotech Technician 2	\$56.00	GIS Director	\$145.00
Geotech Technician 1	\$34.00	GIS Sr Project Mgr	\$150.00
Sr. Land Planner	\$133.00	GIS Project Mgr	\$125.00
Land Planner	\$104.00	GIS Project Coordinator	\$105.00
Sr. Landscape Architect	\$109.00	GIS Senior Developer	\$175.00
Landscape Architect	\$96.00	GIS Developer	\$150.00
Sr. Project Architect	\$131.00	GIS Analyst	\$125.00
Project Architect	\$112.00	GIS Senior Consultant	\$175.00
Architect Designer	\$85.00	GIS Consultant	\$150.00
Architect Technician	\$80.00	GIS Specialist	\$125.00
Sr. Interiors Professional	\$112.00	GIS Technician iv	\$85.00
Interiors Professional 2	\$102.00	GIS Technician iii	\$75.00
Interiors Professional 1	\$90.00	GIS Technician ii	\$65.00
Media Technician 2	\$110.00	GIS Technician i	\$55.00
Media Designer 2	\$110.00	Laser Scanning Technician	114.00
Media Technician 1	\$80.00	Laser Scanning Operator	155.00



**DESIGNATION OF CLIENT'S REPRESENTATIVE**  
**Name of Project: Northwestern Avenue Improvements**

In accordance with Paragraph 4(1) of the Professional Services Agreement between City of West Lafayette Redevelopment Commission ("CLIENT") and The Schneider Corporation ("Professional"), dated September 4, 2012 respectively, Client hereby designates

\_\_\_\_\_ to act as Client's Representative with respect to the services to be rendered under this Agreement. This designee shall have complete authority to transmit instructions and receive information with respect to Professional's services for the Project unless or except as outlined below:

- ☐ No Exceptions  
☐ Exceptions (list below)

**CLIENT**

City of West Lafayette Redevelopment Commission

By: \_\_\_\_\_

Print: Lawrence T. Oates

Title: President

Date: \_\_\_\_\_

**AUTHORIZATION TO PROCEED**  
**Name of Project: Northwestern Avenue Improvements**

In accordance with Paragraph 3 of the Professional Services Agreement between City of West Lafayette Redevelopment Commission ("CLIENT") and The Schneider Corporation ("Professional"), dated September 4, 2012 respectively, The Schneider Corporation is hereby authorized to proceed on the following phases of the project:

**CLIENT**

City of West Lafayette Redevelopment Commission

By: \_\_\_\_\_  
Print: Lawrence T. Oates  
Title: President  
Date: \_\_\_\_\_